

NICOLETTI HORNIG & SWEENEY

Attorneys for Plaintiff

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(201) 343-0970

(File No.: 10000591 JFS)

UNITED STATES DISTRICT COURT

DISTRICT OF NEW JERSEY

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K H INTERNATIONAL, INC.,

Plaintiffs,

-against-

COMPLAINT

ALL-WAYS FORWARDING INTERNATIONAL INC.,

Defendants.

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Plaintiffs, by their attorneys, NICOLETTI HORNIG & SWEENEY allege upon information and belief, as follows:

FIRST: All and singular the following premises are true and constitute an admiralty or maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure and within the admiralty and maritime jurisdiction of the United States and of this Honorable Court.

SECOND: At and during all the times hereinafter mentioned, Plaintiff had and now has the legal status and principal office and place of business stated in Schedule A, hereto annexed, and by this reference made a part hereof.

THIRD: At and during all the times hereinafter mentioned, Defendant had and now has the legal status and office and place of business stated in Schedule "A", and was and now is engaged in business as a common carrier of merchandise by water for hire, and

owned, operated, managed, chartered and/or otherwise controlled the M.V. BUENOS AIRES EXPRESS named as common carriers of merchandise by water for hire.

FOURTH: At and during all the times hereinafter mentioned, the said vessel was and now is a general ship employed in the common carriage of merchandise by water for hire, and now is or will be during the pendency of this action, within this District and within the jurisdiction of this Honorable Court.

FIFTH: On or about the date and the port of shipment stated in Schedule "A", there was shipped by the shipper therein named and delivered to Defendant and the said vessel, as common carriers, the shipment described in Schedule "A" then being in good order and condition, and Defendant and the said vessel then and there accepted said shipment so shipped and delivered to them, and in consideration of certain agreed freight charges thereupon paid or agreed to be paid, agreed to transport and carry the said shipment to the port of destination stated in Schedule "A", and there deliver the same in like good order and condition as when shipped, delivered to and received by them, to the consignee named in Schedule "A".

SIXTH: Thereafter, the said vessel arrived at the port of destination, where it and Defendants made delivery of the shipment, but not in like good order and condition as when shipped, delivered to and received by them, but on the contrary, seriously injured and impaired in value by reason of the matters and things stated in Schedule "A", all in violation of Defendant's and the said vessel's obligations and duties as common carriers of merchandise by water for hire.

SEVENTH: Plaintiff was the consignee and owner of the shipment described in Schedule "A" and brings this action on its own behalf and as agent or trustee on behalf of and for

the interest of all parties who may be or become interested in the said shipment, as their respective interests may ultimately appear, and Plaintiff is entitled to maintain this action.

EIGHTH: By reason of the premises, Plaintiff has sustained damages, as nearly as the same can now be estimated, no part of which has been paid although duly demanded, in the sum of \$81,552.00.

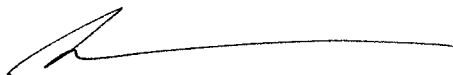
WHEREFORE, Plaintiff prays:

1. That process in due form of law may issue against Defendants citing them to appear and answer all and singular the matters aforesaid;
2. That if Defendants cannot be found within this District, then all their property within this District as shall be described in Schedule "A", be attached in the sum of \$81,552.00 interest thereon and costs, the sum sued for in this Complaint;
3. That Judgment may be entered in favor of Plaintiff against Defendants for the amount of Plaintiff's damages together with interest and costs and the disbursements of this action;
4. That process is due form of law according to the practice of this Court in causes of admiralty and maritime claims, may issue against the M.V. BUENOS AIRES EXPRESS, her engines, etc., and that all persons having or claiming any interest therein be cited to appear and answer under oath, all and singular the matters aforesaid, and that this Court will be pleased to pronounce judgment in favor of Plaintiff for its damages as aforesaid, with interest, costs and disbursements, and that the said vessel may be condemned and sold to pay therefor; and

5. That this Court will grant to Plaintiff such other and further relief as may be just and proper.

Dated: New York, New York
February 1, 2013

NICOLETTI HORNIG & SWEENEY
Attorneys for Plaintiff



By: _____

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SCHEDULE A

**Plaintiff's Legal Status and
Office and Place of Business:**

Plaintiff, K H International Inc., was and now is a corporation organized and existing under and by virtue of the laws of one of the states of the United States, with an office and place of business at 981 Oakdale Road NE, Atlanta, Georgia 30307.

**Defendant's Legal Status and
Office and Place of Business:**

Defendant, All-Ways Forwarding International Inc., was and now is a corporation or other business entity organized and existing under and by virtue of the laws of the United States, with an office and place of business located at 701 Newark Avenue, Suite 300, Elizabeth, New Jersey 07208.

Date of Shipment:	February 10, 2012
Port of Shipment:	Buenos Aires
Port of Destination:	Caucedo
Shippers:	Juegos y Juguetes S.R.L.
Consignee:	K H International Inc.
Shipment:	Frozen Strawberries
Nature:	Damage
Amount:	\$81,552.00
NH&S File:	10000591 JFS